

General Terms for CC containers*

* In 2017, this document only the design including the words 'FloraHolland' changed to that of "Royal FloraHolland". Also the term Danish Trolleys has been changed into CC containers.

The terms and conditions at hand apply to the use of CC containers through Royal FloraHolland, and are an addition to the Auction Regulations.

These conditions have been determined by the Royal FloraHolland Cooperative Board during their meeting on 4 November 2009, in consultation with VGB and representatives of the Concern Trade Committee and may only be amended by Royal FloraHolland's Cooperative Board. Any changes will only take effect after due consultation with all the same parties concerned and only after having been adequately announced.

All definitions start with a capital letter and are listed in alphabetical order in Chapter 9 (Definitions) of the Auction Regulations, unless otherwise stated in these terms and conditions.

Definitions

The following definitions apply in these terms:

- CC containers** rolling contains intended for the transport of Products, known in the trade as CC containers, provided by or collected after use by Royal FloraHolland and bearing the valid CC marks at all times. References in these terms to CC containers should also include, in addition to the frames, the corresponding corner posts and plates used by the User at the same time. CC containers are not registered in name and cannot otherwise be individualized either;
- Physical processing** issuing and collection of CC containers at the depots designated by Royal FloraHolland to that end. Physical processing is done exclusively by authorized employees at said depots. Issuing and collection at the designated depots will involve administrative processing as well as a transfer of the risk;
- Administrative processing** administrative handling of the quantities of CC containers retrieved, retrieved traded and returned. Administrative processing occurs at the Locations as well as depots designated by Royal FloraHolland, including Boskoop:
- by the signing of a (change) docket or (change) docket on issuing and by the signing of a return document on Returning
 - by processing the information regarding the quantities of CC containers. This quantity is indicated on the Delivery Form presented to Royal FloraHolland Connect's administration, or the Clock Department of the relevant Location.
- Each administrative processing action results in a new current balance for the User with Royal FloraHolland, which will be communicated to the User appropriately. Royal FloraHolland hereby reserves the right to (continue to) maintain a balance for each Location or a number of Locations. A balance may be positive or negative. In the event of a negative balance, the User must pay rent; in the event of a positive balance, the User may collect as many Danish Trolleys at any time as the balance indicates, without owing rent for them. A positive balance will be preceded by a minus sign on the statement provided to the User;
- Administrative transfer** the User's balance may also be adjusted on the basis of an administrative transfer. This refers to the sending of a signed order or an order via MyFloraHolland.com for a transfer between two parties, with the orderer being the party to be debited.

Article 1 Aim

1. These terms refer to the use of CC containers received, stored and issued by Royal FloraHolland. The CC containers are intended for the supply of Products to, at and from Royal FloraHolland and the transport of Products within the floriculture chain.
2. The CC containers may be exchanged between Royal FloraHolland and all those who possess CC containers for the supply and transport of Products. The terms of the preceding sentence, however, are notwithstanding the rights of Royal FloraHolland on the basis of the balances of CC containers used.
3. The User's right to use CC containers arises from:
 - the signing of a (change) docket by the User. The (change) dockets also serve to record the Returning of CC containers and the amending of the quantities of CC containers used;
 - administrative processing of the Delivery Form at Royal FloraHolland Connect's administrative department. In that case, the use period for the Seller ends and the use period for the Buyer begins;
 - by the sending of a signed order or order via MyFloraHolland.com for a transfer between two parties, with the orderer being the party to be debited;
 - by the Written Notice of collective Transporters registered with Royal FloraHolland, relating to changes with customers (clients) of the Floricultural Transporters.
4. The User is not entitled to dispose of or pledge the CC containers or use them as sureties, nor use them in any other way contrary to property rights. Creditors of the User cannot seize the trolleys either.

Article 2 Right to receive, use and return CC containers

1. Every (change) document or every copy of administrative processing represents one use agreement regarding the quantity of CC containers given for use at any time according to one of these documents.
2. The terms of these regulations and the contents of the relevant (change) docket or copy of administrative processing apply to a use agreement.
3. Each User is entitled to retrieve CC containers from Royal FloraHolland, on the understanding that this can never involve CC containers present at any time for each depot and/or which the User requires for normal use in one week in its business operations, in Royal FloraHolland's opinion. Royal FloraHolland is not liable for CC containers, corner posts and plates being unavailable or insufficiently available, unless the User can demonstrate that Royal FloraHolland has acted contrary to the above terms and/or has made insufficient efforts to have sufficient CC containers, corner posts and plates at its disposal.
4. Royal FloraHolland is also entitled to refuse to issue these if it still has claims due against the User, whether for rental of CC containers or otherwise.
The User is not permitted to give more CC containers, or give them for longer, to Royal FloraHolland for custody than is suitable for that User in the supply of Products to, at and from Royal FloraHolland and for the transport of Products within the floriculture chain, except in the case of a decision otherwise after consultation with the VGB/Trade Commission.
5. Each use agreement is entered into for a period of one day, starting on the date of signing of the (change) docket or at the time of administrative processing and ending after such period has elapsed with the simultaneous return of the item rented. An identical period of use will automatically begin when that period is exceeded, for which the rental amount then in effect will be owed.
6. All user agreements concluded by the User and the right to conclude new use agreements under these regulations automatically end at the time that:
 - suspension of payment, debt rescheduling or bankruptcy is imminent or if uncertainty arises regarding payment, unless the User immediately provides a surety by issuing an unconditional bank guarantee for the value of the rented item;
 - the User's business is at risk of being liquidated, incorporated in a different legal form or transferred;
 - the User dies or is placed in trusteeship;

- the User does not fulfill its financial obligations to Royal FloraHolland after being held in default by Royal FloraHolland;
- legal measures are taken against it, such as seizure, on the basis of which Royal FloraHolland informs it that it does not assume that the User will be able to continue to fulfill its obligations under these terms, unless the User immediately provides a surety by issuing an unconditional bank guarantee for the value of the rented item;
- the relationship of the User to Royal FloraHolland as a Seller, Buyer, Transporter and/or account holder changes significantly;
- the User violates a provision of the Royal FloraHolland rules and/or regulations in effect, including Royal FloraHolland's Auction Regulations;
- the User is barred from entering the Auction Complex;
- there is a suspicion that the User or its staff has actively or passively, directly or indirectly collaborated in placing Royal FloraHolland or Container Centralen Nederland at a disadvantage, or has omitted to inform Royal FloraHolland and also third parties in the event of a suspicion of such disadvantage.

In the above cases, the User is obliged to return to Royal FloraHolland all CC containers that it uses with Royal FloraHolland. A statement by the User that it has lost CC containers, followed by payment of the amount owed thereon, is equivalent to the returning of said CC containers.

Article 3 Use

1. In the absence of evidence to the contrary, the User is deemed to have received undamaged CC containers exclusively (including plates and corner posts), equipped with the valid CC mark, from Royal FloraHolland. The User is responsible for verifying this. Complaints may be submitted to the relevant depot no later than one week after issuing.
2. The User is not permitted to alter the appearance, structure or destination of the rented CC container, including by means of stickering, painting, etc., or to perform any act of maintenance or repair thereon. The User is also not permitted to place a load on the CC container exceeding 450 kilograms per CC container or 60 kilograms per plate.
3. The User will ensure that the CC containers it rents will not be damaged or disposed of. In the event of damage, the User must immediately exchange the damaged CC container for an undamaged one at Royal FloraHolland. In the event of loss or theft, the User is required to pay the compensation set by Royal FloraHolland.
4. Frames must be stacked in tens, all with iron plate and valid label at the front. The corner posts must extend at the rear. Plates must be returned with no more than 30 plates per frame, a plate in each hole of the corner posts, starting at the bottoms of the corner posts. Royal FloraHolland is entitled to refuse to accept CC containers if they are not presented as indicated above, as well as to inform Container Centralen Nederland of the defect and the identity of the User.
5. Considering the above, Royal FloraHolland will receive all CC containers, equipped with the valid CC mark, as well as the original plates and corner posts. The User is required to sort the CC containers, plates and corner posts that are damaged and/or otherwise defective and to present them separately. Royal FloraHolland is entitled to refuse to receive the entire Batch, i.e., including the acceptable CC containers, if it is not sorted as indicated in the preceding sentence.

Article 4 Rental

1. The User authorizes Royal FloraHolland to receive the rent owed, billing via the service invoice (Buyers), or settle the rent owed against payment of amounts due to the User (including auction proceeds) as indicated on the Weekly Settlement (Sellers and Buyers), within one week from signing the (change) docket or administrative processing, or after the effective date of an extension of use as indicated in article 3, part 6. Additional and/or divergent provisions may apply for each Location. These will be announced appropriately, such as via the Website.
In the event of failure to pay within this period:
 - the right of the User to use any CC container will be suspended until all payments due have been made;
 - the User will owe statutory interest from that point on amounts due;
 - Royal FloraHolland will be free to take legal action against the User without further notice of

default;

- the User will be required to pay Royal FloraHolland all reasonably incurred extrajudicial collection expenses.
2. Royal FloraHolland may settle claims due against the User, without limitation, by virtue of the use agreements, against its debts to the User on other grounds.
 3. The User may not settle claims it holds against Royal FloraHolland, for reasons other than the use agreements, against amounts due.
 4. If the User believes that the information on the Balance Overviews of CC containers provided by Royal FloraHolland does not correspond to the transactions, it may turn to the chief representative of the Location or the relevant depot and if it does not agree with the latter's decision, it may submit an objection in accordance with article 123 of the Auction Regulations. The above terms are notwithstanding the terms of article 3 (1).

Article 5 Cooperation, insurance and risk

1. The User must inform Royal FloraHolland immediately of the loss of or damage to a CC container it has taken into use and, where applicable, circumstances as stated in article 2 (6).
2. On request, the User must be able to present valid identification. It will ensure that its employees can also fulfill this obligation if they wish to take or return CC containers on its behalf.
3. All CC containers, including plates and corner posts, in depots managed by Royal FloraHolland, are insured by Royal FloraHolland.
4. Where and as long as CC containers are managed by the User, from the time of retrieval to the time of Returning or transfer, they will remain at the User's risk and expense. It is the User's responsibility to take out appropriate insurance

Article 6 Price changes

1. Royal FloraHolland is entitled to modify the rates once a year, after consultation with VGB/Trade Commission and others.
2. Royal FloraHolland will appropriately publicize the rent and other rates it applies at any time.

Article 7 CC container Quality

Unless agreed otherwise at any time with VGB/Trade Commission and/or Container Centralen Nederland, the following applies regarding the Quality of CC containers:

1. the responsibility for the quality and repair of CC containers is primarily that of Container Centralen Nederland.
2. It is not Royal FloraHolland's task or responsibility to select CC containers for quality.